

Agency Agreement



Client Details

Title: _____ Surname/s: _____

First Name/s: _____

Physical Address: _____

Suburb: _____ Post Code: _____

Postal Address: _____

Suburb: _____ Post Code: _____

Mobile: _____ Email: _____

Business: _____ Other: _____

Company/Trust: _____

Other details: _____

Client Details

Title: _____ Surname/s: _____

First Name/s: _____

Physical Address: _____

Suburb: _____ Post Code: _____

Postal Address: _____

Suburb: _____ Post Code: _____

Mobile: _____ Email: _____

Business: _____ Other: _____

Company/Trust: _____

Other details: _____

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Legal Company

Company: _____

Representative: _____

Email: _____

Phone: _____ Fax: _____

Address: _____

Suburb: _____

District: _____ Post Code: _____

Listing Details

Legal vendor name: _____

Legal area: _____

Record of title: _____

Lot No: _____ DP No: _____

Cap V\$ _____ LV \$ _____ VI \$ _____

Council: _____

CV date: _____ Council zoning: _____ Body corp fee \$: _____

Additional Information: _____

Tenure: _____

Rates: Water \$ _____ Regional \$ _____ Other \$ _____ Total \$ _____

Leasehold: Ground rent \$ _____ Review date: _____ Lessor: _____

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Method of sale

Sale Joint General

Auction

Venue: _____

Date: _____ Time: _____

Mortgage sale

Tender Date: _____

Deadline Treaty Priced No price

Additional Information: _____

Listing

Listing Date: _____ Expiry date: _____

Listing Price \$ _____ GST Number: _____

GST Inc (If applicable) Plus GST (If applicable)

Online branding from \$ _____ to \$ _____

Is the Property Tenanted?

Yes No

Management Agent

Agent Name: _____

Representative: _____

Phone: _____ Email: _____

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Tenant Details

Surname/s: _____ First Name/s: _____

Rent \$ _____ Bond \$ _____

Start Date: _____ Expiry Date: _____

Fixed or periodic: _____ Terms and options: _____

Home: _____ Notice to view: _____

Bus: _____ Mobile: _____

Remarks: _____

Access Details

Viewing Details: _____

Alarm Code: _____ Key Code: _____

Lockbox Location: _____

Remarks

Property Type

- | | | |
|--|---|--|
| <input type="checkbox"/> Apartment | <input type="checkbox"/> House | <input type="checkbox"/> Retirement living |
| <input type="checkbox"/> Block of units | <input type="checkbox"/> Lake / River | <input type="checkbox"/> Section |
| <input type="checkbox"/> Coastal / beach | <input type="checkbox"/> Lifestyle | <input type="checkbox"/> Townhouse |
| <input type="checkbox"/> Home & Income | <input type="checkbox"/> Lifestyle vacant | <input type="checkbox"/> Unit |

Room Summary

Total bedrooms: _____ Total bathrooms: _____

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Total lounges: _____ m2 dwelling

Total dining: _____ m2 land or

Study rooms: _____ ha land

Total toilets: _____ Approximate year built: _____

*Only complete dwelling area if by a verified source

Parking Spaces

Garage: _____

Carport: _____

Off street: _____

Remarks

Area

Chattels remaining

- | | | |
|--|--|--|
| <input type="checkbox"/> Blinds | <input type="checkbox"/> Blinds (motor driven) | <input type="checkbox"/> Light fittings |
| <input type="checkbox"/> Curtains | <input type="checkbox"/> Curtains (motor driven) | <input type="checkbox"/> Heat pumps |
| <input type="checkbox"/> Fixed floor coverings | <input type="checkbox"/> Rangehood | <input type="checkbox"/> Cooktop |
| <input type="checkbox"/> Stone | <input type="checkbox"/> Kitchen waste disposal | <input type="checkbox"/> Smoke detectors |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Heated towel rails | <input type="checkbox"/> Garage door remote controls |
| <input type="checkbox"/> Burglar alarms | <input type="checkbox"/> Wall oven | <input type="checkbox"/> Other |

Features / chattels excluded

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All additional / improvements to main dwelling are council approved

If not, describe _____

Lifestyle block only

GST registered? Yes No

Nearest town / school: _____ Contour: _____

Pond: _____ Paddocks: _____

Landscaping: _____ Fencing: _____

Paintings: _____ Farm building: _____

Waters supply: _____ General: _____

Additional Information: _____

Additional Property Information

House Style

- Art deco
- Colonial
- Lifestyle
- Bungalow
- Contemporary
- Villa
- Character
- Executive
- Other

Unit Style

- Highrise
- # of levels _____
- Penthouse
- Hotel / Strata
- # in blocks _____

Other Style

- Under construction
- Enviro friendly home

Aspect

- North
- East
- South
- West

Views

- Bush
- Private
- Water
- City
- Rural
- Waterfront
- Park
- Urban

Locality

- Close to schools
- Close to shops
- Close to transport

Living area

- Formal dining
- Formal lounge
- Open plan
- Separate living
- Separate dining

Kitchen

- Designer
- Modern
- Original
- New
- Standard
- Open plan
- Separate
- Breakfast bar
- Dishwasher
- Double sink
- Extractor fan
- Gas reticulated
- Gas bottle
- Microwave
- Pantry
- Rangehood
- Separate cooktop
- Separate oven
- Upright stove
- Waste disposal
- Granite finish
- Stainless steel finish
- Laminate finish
- Lacquer finish
- Timber finish
- Other finishes

Main Bedroom

- Double
- Built-in wardrobe
- Walk in wardrobe
- Balcony / Deck

Ensuite

- Bath
- Spa bath
- Seperate shower

Bedroom 2

- Single
- Double
- Built-in Wardrobe

Bedroom 3

- Single
- Double
- Built-in Wardrobe

Bedroom 4

- Single
- Double
- Built-in Wardrobe

Main Bathroom

- Bath
- Shower over Bath
- No of extra Bathrooms
- Spa Bath
- Heater
- Separate shower
- Exhaust Fan

Laundry

- Separate
- In Kitchen
- In Bathroom
- In Garage

Additional Rooms

- Attic
- Rumpus
- Pool/Billiard
- Granny Flat Separate
- Granny Flat Attached
- Media
- Mezzanine
- Office/Study
- Other _____
- Conservatory/Sunroom
- Sleepout
- Family
- Granny Flat Council Approved

Flooring

- Carpet
- Floating
- Timber
- Polished
- Vinyl
- Other _____
- Tiles
- Parquetry

Window Coverings

- Drapes
- Shutters
- Net Curtains
- Blinds

Insulation

- Ceiling
- Walls
- Other _____

Heating/Cooling

- Ceiling Fans
- Gas Mains
- Woodfire Stove
- Central Heating
- Solar
- Heat Pump
- Ducted Heating
- Under Floor
- Air-Conditioning
- Electric
- Woodfire Open
- Other _____
- Gas Bottled
- Woodfire Closed

Additional

- Phone Extensions
- Smart Wiring
- Floor
- Rewired Fully
- Smoke Alarms
- TV Points
- Rewired Partly
- Security System
- Vacuum System
- Satellite Dish
- TV Aerial
- Other _____

Water Heating

- Gas
- Solar
- Other _____
- Electric
- Wetback

Outdoor Living

- BBQ Area Lighting
- Uncovered
- Garden
- BBQ Area Power
- Partly Covered
- Tennis Court
- Deck/Patio
- Paved
- Verandah
- Entertainment Area
- Concrete
- Clothes Line
- Covered
- Other Surface

Pool

- Above Ground
- Chlorine
- Concrete
- Fiberglass
- Heated
- Indoor
- Inground
- Pebble
- Salt
- Security Fencing
- Spa

Grounds

- Backyard Access
- Landscaped/Designer
- Manicured
- Tidy
- Overgrown
- Garden shed
- Number of sheds _____
- Size of Sheds _____
- Glasshouse
- Other _____

Garaging/Car Parking

- Single Lock-up
- Double Lock-up
- Tandem
- Free Standing
- Internal access
- Closed Carport
- Open Carport
- Off Street
- Auto Doors
- Number of remotes _____
- Other _____

Workshop

- Combined
- Separate

Fencing

- Fully
- Partial
- None
- Materials
- Other _____

Land contour

- Flat
- Flat to sloping
- Sloping
- Steep

Construction

- Block
- Brick
- Brick Veneer
- Cedar
- Iron
- Plaster
- Render
- Weatherboard
- Corrugated Iron
- Composite Weatherboard
- Other _____

Condition

- Renovated
- New
- Excellent
- Good
- Fair

Roof

- Rubber Membrane
- Coloured Steel
- Stonechip
- Iron
- Longrun
- Concrete Tiles
- Slate Tiles
- Other _____

Joinery

- Timber
- Aluminum
- Double Glazing
- Other _____

Water Supply

- Town Supply
- Bore
- Tank Size _____

Sewerage

- Mains
- Waste Water Treatment
- Septic
- Other _____

Continued next page.

Agency Agreement



1. APPOINTMENT

1.1 _____(Client)

appoints_____

a licensed agent under the Real Estate Agents Act 2008 (REAA 2008), and all other franchisees of @realty Pty Ltd (Agent), as the Client's agent to act in the sale or other disposal of the described property (Property), on the terms and condition set out in this agency agreement (Agreement).

2. AGENCY (Choose either sole agency or general agency. Delete clause 2.1 or 2.2 as applicable).

2.1 Sole Agency

The Client appoints the Agency as sole agent. The agency commences

on_____ (Commencement Date) and continues until midnight on

_____ or if no end date is provided, ninety (90) days from the Commencement Date.

This sole agency may be terminated by the Client, by written notice to the Agent by 5pm on the first working day after the day on which a copy of this Agreement is given to the Client.

Note: Any party to a sole agency agreement that relates to residential property and is for a term longer than ninety (90) day may, at any time after the expiry of the period of ninety (90) days after the Agreement is signed, cancel the Agreement by written notice to the other party or parties.

2.2 General Agency

The Client appoints the Agent as general agent. The agency commences

on_____ and continues until midnight on _____ unless

otherwise cancelled prior by either party giving seven (7) days' written notice to the other party; or, if no end date is provided, until cancelled by either party giving seven (7) days' written notice to the other party.

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3. PRIOR AGENCY (Delete clause 3.1 or 3.2 as applicable. If neither option is deleted the clause 3.1 applies.)

3.1 The Client has not appointed any other real estate agent to sell the Property prior to signing this Agreement; or

3.2 The Client has appointed following real estate agent(s) prior to signing this Agreement:

Agency Name: _____ Agency

Period: _____

Agency Name: _____ Agency Period _____

3.3 The Client acknowledges that the Agent has explained that if the Client has appointed, or in the future appoints, any other real estate agents to sell the Property the Client could be liable to pay full commission to more than one agent in the event that an agreement to sell the Property is concluded.

4. ADDITIONAL AUTHORITIES - SALE METHOD

4.1 Auction Authority (Delete clause 4.1 and/or 4.2 if not applicable.)

The Client instructs the Agent to offer the Property for sale by public auction at a reserve price to be notified in writing by the Client to the Agent prior to the Property being offered for sale at auction on the Auction Date specified below or as otherwise agreed. The auction of the Property shall be conducted on the terms and conditions contained in the Agent's standard Particulars and Conditions of Sale of Real Estate by Auction a updated or amended. This shall be a sole agency and shall prevail over any general agency agreed elsewhere in this Agreement. If the Property is sold at auction the Client authorises the Agent to sign on the Client's behalf the agreement which forms part of the Agent's standard Particulars and Conditions of Sale of Real Estate by Auction.

Auction Date: ____/____/____ Auction Time: _____am/pm On-Site

Venue: _____

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4.1.1 Pre-auction Authority (Delete clause if the Pre-auction offer process is not applicable.)

(a) Should the Client wish to accept offers for the Property prior to the Auction Date noted at clause 4.1 above (Pre-auction Offer), the Client acknowledges and agrees that the Agent will conduct all Pre-auction Offers in accordance with the Agent's standard Pre-Auction Offer Form(s) and Procedures as updated or amended, and the Client will be bound by the terms of those forms and procedures.

4.2 Tender Authority

The Client instructs the Agent to offer the Property for sale by public tender. This shall be a sole agency and shall be a sole agency and shall prevail over any general agency agreed elsewhere in this Agreement. The terms and conditions of offer for sale by tender shall be contained in the Agent's standard Particulars and Conditions of Sale by Tender as updated or amended.

Tender closes on: _____/_____/_____ at: _____am/pm

Venue: _____

Property Address:

5. MARKETING

5.1 The Agent has explained to the Client, and the Client acknowledges, that they are not obliged to agree to any advertising and marketing expenses, however the Client agrees to the following:

- (a) after listing, the Agent will undertake the marketing of the Property in accordance with the attached Marketing Schedule; and
- (b) the Client authorises the Agent to spend up to the sum of \$_____ Including GST on advertising, marketing and promoting the Property on the Client's behalf; and
- (c) the Client undertaker to reimburse the Agent upon demand for such amounts expended under this clause.

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6. PAYMENT DETAILS

| | |
|---|--------------------------|
| Master Card / Visa Number: | Expiry Date: |
| Cardholder's Name | Signature of Cardholder: |
| Direct Debit (tick here if direct debit completed) <input type="checkbox"/> | Reference No.: |
| Cheque (tick here if cheque provided) <input type="checkbox"/> | |

7. ADDITIONAL MARKETING INFORMATION

8. PAYMENT OF COMMISSION

- 8.1 The Client must pay the Agent the commission, on the terms set out in this Agreement, if:
- (a) in the case of a sole agency, the Client enters into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency and the agreement is or becomes unconditional (whether during or after the term of the agency); or
 - (b) in the case of a general agency, the Client enters into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency, through the instrumentality of the Agent or to a purchaser introduced by the Agent and the agreement is or becomes unconditional (whether during or after the term of the agency); or
 - (c) in the case of either a sole or general agency, the Client enters into a private agreement to sell or exchange the Property (or part of it) within a period of six months following the date of expiry, cancellation or termination of the agency, through

the instrumentality of the Agent or to a purchaser introduced by the Agent, and the agreement is or becomes unconditional (whether during or after the six month period). In this sub-clause Private Agreement means any agreement to sell or exchange the Property (or part of it) in the absence of any effective agency agreement between the Client and a real estate agent holding a licence under the Real Estate Agents Act 2008.

- 8.2 Unless otherwise stated the commission will become payable immediately upon the agreement for the sale or other disposal of the Property becoming unconditional. The Client shall instruct their solicitor to advise the Agent as soon as practicable on the agreement becoming unconditional.

9. CALCULATION OF COMMISSION

9.1 The commission is calculated on the purchase price shown on the sale and purchase agreement as follow (all amount plus goods and services tax (GST):

- (a) A fee of \$_____, on the first \$_____ of the purchase price, and on the balance of the purchase price a fee of \$_____.

or

- (b) A fee of _____%, on the first _____% of the purchase price, and on the balance of the purchase price a fee of _____%.

9.2 For example, based upon (tick one):

the Client's asking price (where an appraisal was not possible to be given); or

the appraisal value,

a sale price of \$_____ would mean an estimated commission of \$_____

inclusive of GST.

9.3 Where the Agent has been paid the deposit, the Agent will hold the deposit as a stakeholder pursuant to the REAA 2008, until any pre-conditions to the release of the deposit specified in

the agreement for sale or other disposal of the Property have been satisfied in all respects.

- 9.4 The Client authorises the Agent to deduct the Agent's commission plus GST together with any other amounts owed by the Client to the Agent (if any) from the deposit, once the Agent is permitted to release the deposit to the Client under clause 9.3. If a deposit is not received by the Agent, the Client undertakes to pay the Agents commission plus GST and expenses and/or marketing costs together with any other amounts owed by the Client to the Agent (if any) immediately upon receipt of an invoice in accordance with this Agreement. Nothing in this clause 9 affects the Agent's right to the payment of commission under clause 8.

10. ADDITIONAL COMMISSION INFORMATION

11. REFERRALS

- 11.1 The Client agrees that the Agent may receive a commission from the provider of any related service in the event of a referral.

12. AGENT'S STATEMENT RELATING TO REBATES, DISCOUNTS, & COMMISSIONS (Delete clause 12.1. (a) or 12.1. (b) as applicable.)

12.1 I, the Agent, confirm that, in relation to any expenses for, or in connection with, any real estate agency work carried out by me for the Client(s) in connection with the transaction covered by this Agreement:

- (a) I will not receive, and am not entitled to receive, any rebates, discounts, or commissions; or
- (b) I will receive, or am entitled to receive, the rebates, discounts, and commissions specified below.

12.2 If you selected clause 12.1.(b) above, provide the specified details for each rebate, discount, or

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commission \$ (including GST) in the table below.

*Estimate must be clearly marked as such. Estimates may be subject to change.

| Expenses to be incurred | Provider of rebate, discount, or commission \$(including GST) | Amount of rebate, discount, or commission \$(including GST) | Tick here if estimate |
|-------------------------|---|---|-----------------------|
| | | | |
| | | | |
| | | | |

Date: ____/____/____

Agent to sign here: _____

Note: Expenses means any sum or reimbursement for expenses or charges incurred in connection with services provided by an agent in the capacity of agent.

13. CLIENT WARRANTIES (Delete any warranties that are not applicable.)

| |
|---|
| The Client warrants that as at the date of this Agreement: |
| they have made proper enquiries about the Property and the information provided in this Agreement and the Client/Property Information pages are complete, true and correct; |
| they are registered under the Goods & Services Tax Act 1985 in respect of the Property. YES/NO (circle one) GST Number: |
| to the best of their knowledge the Property is not "contaminated" as that term is used in the Resource Management Act 1991 and there are no hazardous substance(s) on the Property e.g. methamphetamine, asbestos; |
| they have not received any notice, demand, requisition or outstanding requirement affecting the Property e.g. from any Council, territorial authority, government authority or any other party; |
| they have not given any consent or waiver to a neighbour in respect of any development or work proposed by that neighbour on a neighbouring property, nor is the Client aware of any application by a neighbour for a consent to develop a neighbouring property which would reasonably be expected to adversely affect the Property; |
| they are not aware of any defects or hazards that may affect the health and safety of others, or the weather-tightness, habitability or durability of the Property; |

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there is no information concerning the Property or the Client, that has not been fully disclosed to the Agent (including any non-consented works on the Property), which would be reasonably expected to materially affect the sale or other disposal of the Property or the Agent's duties and responsibilities to prospective purchasers or assignees;

they have no knowledge or notice of any fact which might result in proceedings being instituted by or against them (or a potential purchaser) in respect of the Property, and further warrants that if they become aware of any matter to the contrary the Client will immediately inform the Agent;

they have not received funding assistance in the form of a loan from any territorial authority or other service provider in relation to the installation of a heating device and/or insulation on the Property and further warrants that if they become aware of any matter to the contrary the Client will immediately inform the Agent. The Client acknowledges that they have a legal obligation to repay the balance of any loan to that territorial authority or other service provider on or prior to settlement and will instruct their solicitor accordingly;

the person(s) signing this Agreement has the full authority of the registered owner(s) of the Property to enter into and to sign this Agreement;

where the Client is a trust:

- a) the trustees of the trust have resolved to enter into this Agreement; and
- b) the trustees who sign this Agreement are all of the trustees of the trust; or
- c) the trustee(s) signing this Agreement has (or have) been authorised to do so on behalf of the trust by resolution recorded in writing; and
- d) such trustee(s) shall promptly provide a copy of the signed resolution to the Agent; and
- e) such trustee(s) confirm(s) that this Agreement will be binding on the trust and enforceable by the Agent.

where the Client is a company (including the general partner of a limited partnership):

- a) the board of the company and its shareholders have passed all necessary authorisations approving the entry by the company into this Agreement; and
- b) the director(s) who sign(s) this Agreement has (or have) been authorised by the company to do so; and
- c) such director(s) shall promptly provide a copy of the signed resolution to the Agent and
- d) such director(s) confirm(s) that this Agreement will be binding on the company and enforceable by the Agent

where this Agreement is signed by an attorney on behalf of the Client:

- a) the person who signs this Agreement is the attorney named in the power of attorney; and
- b) the power of attorney under which the attorney signs his Agreement has not been revoked; and
- c) such attorney shall promptly provide a copy of the signed power of attorney to the Agent; and
- d) such attorney confirms that this Agreement will be binding on the Client and enforceable by the Agent.

in the event new information arises that may affect these warranties, the Client shall immediately advise the Agent in writing;

14. HEALTH AND SAFETY

14.1 The Client acknowledges and understands that the Agent has obligations under the Health and Safety at Work Act 2015 (HSWA 2015) to ensure the health and safety of workers (including employees, contractors, and employees of contractors and the general public so far as is reasonably practicable while undertaking work in relation to the sale and purchase or other disposal of the Property in accordance with this Agreement.

14.2 The Client will give the Agent all reasonable assistance and information to ensure that no hazards or risks at, or arising from, the Property affect the health and safety of any person while the Agent is performing their role under this Agreement, including by:

- (a) promptly providing to the Agent information about any and all hazards or risks at the Property which are known to the Client, and
- (b) complying with any reasonable instructions given by the Agent about actions required to be taken to address any identified hazards or risks at the Property in order to ensure the health and safety of people visiting the Property at the request or invitation of the Agent.

14.3 In circumstances where the Client is a 'person conducting a business undertaking' (as that term is defined in the HSWA 2015) the client must:

- (a) comply with their obligations under the HSWA 2015 (and supporting regulations) at all times during the continuation of this Agreement; and
- (b) consult, cooperate, and coordinate activities with the Agent and any other relevant party in respect of any work undertaken in relation to the sale or other disposal of the Property so as to ensure that all parties understand the nature of the work, the risks arising from the work, and the controls to be implemented to mitigate those risks so far as is reasonably practicable, and to enable the Client and the Agent to verify that the risks are being controlled and the work is being performed safely and in accordance with this Agreement.

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15. LIST OF PROPERTY HAZARDS OR RISKS OR HAZARDOUS SUBSTANCES

15.1 The Client will assist the Agent in the preparation of a list of hazards or risks or hazardous substances that may be at the Property or affect the Property.

15.2 The Client acknowledges that the Agent will not be able to conduct any open homes or allow potential purchasers to view the Property until the list of hazards or risks or hazardous substances affecting the Property has been prepared by the Agent and agreed by the Client.

16. TOXICOLOGY (initial next to applicable statements.)

| The Client | Initial here |
|---|--------------|
| agrees to have the Property tested for the preparation, manufacture or use of drugs (including, but not limited to, methamphetamine) and further acknowledges and agrees that the Agent will disclose the reading to any potential purchaser of the Property; or | |
| confirms that the Property has recently been tested for the preparation, manufacture or use of drugs (including, but not limited to, methamphetamine) and shall provide such results immediately to the Agent and acknowledges and agrees that the Agent will disclose the reading to any potential purchaser of the Property; or | |
| Confirms that the Client has not tested the Property or the preparation, manufacture or use of drugs (including, but not limited to, methamphetamine). | |

17. USE OF MATERIALS

17.1 Any photographs or display material may be obtained, displayed, or used for promotional purposes by the Agent as necessary and be subsequently used by the Agent for promotional purposes, unless otherwise instructed in writing by the Client.

18. DISCLOSURE OF INFORMATION

18.1 The Client acknowledges that the Agent is required under the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 (Rules) to disclose known defects affecting the Property to purchasers or potential purchasers and not to withhold information that should

by law or in fairness be provided to purchaser or potential purchasers. The Client also acknowledges that where it would appear likely that the Property may be subject to hidden or underlying defects, then the Agent is required to either:

- (a) obtain confirmation from the Client, supported by evidence or expert advice, that the Property is not subject to defect; or
- (b) ensure that purchasers or potential purchasers are informed of any significant potential risk so that they can seek expert advice if they so choose.

18.2 If the Agent is unable to obtain confirmation under clause 18.1. (a), the Agent will inform purchasers and potential purchasers of any significant potential risk identified by the Agent consistent with rule 10.7(b) of the Rules. The Client authorises the Agent to make this disclosure.

18.3 If at any time during the term of the agency established by this Agreement the Client directs the Agent not to disclose to purchasers or potential purchasers any known defects or any significant potential risks for hidden or underlying defects identified by the Agent contrary to the terms of this Agreement or to the Rules, the Agent may then cancel this Agreement by written notice to the Client in accordance with clause 24. Cancellation shall be effective immediately upon receipt of such notice.

19. ADDITIONAL DISCLOSURES RELATING TO THE PROPERTY AND/OR THE LAND

20. DATA COLLECTION

20.1 The Client consents to the Agent providing the details of any agreement for the sale and purchase of the Property to the Real Estate Institute of New Zealand, upon such agreement becoming unconditional, for the purposes of collecting and compiling sales statistics.

21. CLIENT DUE DILIGENCE

21.1 The Anti-Money Laundering and Countering Finance of Terrorism Act 2009 (AML/CFT Act) applies to the Agent and all other New Zealand real estate agents.

The AML/CFT Act requires the Agent to assess the money laundering and terrorist financing risk that the Agent may face in its business and to identify and report potentially suspicious activity. In order to make that assessment, the Agent is required to carry out customer due diligence if the Client has not engaged the Agent previously. In certain circumstances the Agent may be required to carry out customer due diligence even if the Client has previously engaged the Agent.

21.2 The Client acknowledges and agrees that:

- (a) The Agent may collect information about the Client to undertake customer due diligence and take any other steps that may be necessary to comply with the AML/CFT Act;
- (b) The Agent may use customer due diligence services (including electronic based services from a third party) to verify the Client's identity and conduct customer due diligence under the AML/CFT Act;
- (c) This Agreement is not effective and a business relationship for the purposes of the AML/CF Act is not formed until customer due diligence has been completed. Until customer due diligence has been completed the Agent is not able to perform any of its obligations under this agreement.
- (d) If the Client does not provide the necessary information or documents required to complete customer due diligence or the Agent at any stage suspects that the business relationship or transaction is unusual or otherwise breaches the AML/CFT Act, the Agent may:
 - (i) refuse to proceed with this agreement, suspend its obligations under this agreement, or terminate this agreement;
 - (ii) delay, block, or refuse to process a transaction; and
 - (iii) report a transaction.

22. INDEMNITY

22.1 The Client (and if more than one, jointly and severally) indemnifies the Agent, the licensees, @realty Pty Ltd, and any of their respective employees, agents, contractors and advisors against all costs, expenses, losses, damages, claims or other liability arising from a breach of this Agreement by the Client, including without limitation, the Client providing inaccurate information about the Property; or the Client omitting any material information in this Agreement or regarding the Property.

23. CONFIDENTIALITY

23.1 Unless provided in this Agreement or agreed between the parties in writing, neither party may disclose any information contained in this Agreement to a third party other than:

- (a) as required by law;
- (b) in good faith and in proper furtherance of the objects of this Agreement;
- (c) to those of their employees, officers, professional or financial advisers and bankers as reasonably necessary but only on a strictly confidential basis;
- (d) to enforce a party's rights or to defend any claim or action under this Agreement; or
- (e) where the information is already in the public domain.

24. NOTICES

24.1 Any notices given under or relating to this Agreement may be served or given by hand, mail, or email. If there is more than one set of contact details for the Client, then a copy of this Agreement and any notices may be sent to any one of them and notice to any person that is listed as a Client will be notice to all of them. Notices to the Client may also be sent to the Client's lawyer unless otherwise instructed.

24.2 This Agreement and notices under it will be deemed to have been received:

- (a) when delivered in person, at the time of delivery;
- (b) if sent by mail, three (3) working days after being mailed; or © if sent by email, when the email enters the recipient's information system.

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25. GENERAL

- 25.1 The termination of this Agreement for any reason is without prejudice to any rights, powers, authorities, or remedies of the parties including the Agent's right to commission and reimbursement of the agreed marketing costs and/or expenses.
- 25.2 Except where expressly defined in this Agreement, the terms and expressions used in this Agreement will have the meaning ascribed to it under the REA 2008.
- 25.3 Any reference to 'working day' will have the meaning ascribed to it under the REINZ/ADLS Agreement for Sale and Purchase of Real Estate, as updated or amended.

26. CLIENT ACKNOWLEDGMENTS - PLEASE READ CAREFULLY

(This is a binding contract. Professional advice should be sought regarding the effect and consequences of clauses in this Agreement)

| | |
|------|--|
| 26.1 | The Client acknowledges and agrees that, prior to signing this Agreement, the Client has been: |
| (a) | Recommended to seek legal and professional advice and a reasonable opportunity to do so was provided by the Agent; |
| (b) | Recommended that the Client can, and may need to, seek technical or other advice and information and a reasonable opportunity to do so was provided by the Agent; |
| (c) | Given a copy of the Real Estate Authority's (REA) Approved Guide as to Residential Property Agency Agreements and Sale and Purchase Agreements. Further information on agency agreements and contractual documents is available from the REA at www.rea.govt.nz ; |
| (d) | Advised about @realty Pty Ltd complaints and disputes resolution processes which can be found at www.atrealty.co.nz under the Consumer Advice tab; |
| (e) | Advised that the Client and customers may access the REA's complaints process without first using @realty Pty Ltd complaints process and that any use of @realty Pty Ltd complaints process does not preclude a complaint to the Authority; |
| (f) | Advised and has had an explanation of the circumstances in which the Client could be liable to pay full commission to more than one agent in the event a transaction is concluded; |
| (g) | Advised when this Agreement comes to an end; |
| (h) | Made aware of the various possible methods of sale and how the chosen method could impact on the individual benefits that the licensees may receive; |
| (i) | Made aware of the Agent's disclosure obligation as set out in this Agreement; |
| (j) | Given an appraisal for the Property in writing or where no directly comparable or semi-comparable sales data exists, this has been explained in writing; |

Agency Agreement



| | |
|-----|--|
| (k) | Given a copy of the Agent's standard Pre-auction Offer Form(s) and the Client confirms that the Agent has thoroughly explained such Form(s) and Procedures and the nature and implications of accepting a pre-auction offer to the Client. |
|-----|--|

27. EXECUTION

27.1 I/we have read, understood, and agree to the above terms.

I/we acknowledge that a duplicate of this Agreement was left with me at signature.

I/we agree that the Agent may disclose the listing and sale details of this Property for the legitimate conduct of the Agent's real estate agency business.

I/we agree that @realty Pty Ltd may contact me/us to survey for client satisfaction.

Signature of Client(s): _____ Signature of

Client(s): _____

Position: Owner/Director/Trustee/Attorney/Authorised Signatory
Attorney/Authorised Signatory

Position: Owner/Director/Trustee/

Signature of Client(s): _____ Signature of

Client(s): _____

Position: Owner/Director/Trustee/Attorney/Authorised Signatory
Attorney/Authorised Signatory

Position: Owner/Director/Trustee/

Signed on behalf of the Agent: _____ Date: ____/____/____ at ____am/pm

1. Limited Warranty

The Seller(s) warrant that at the time of settlement, where installed the following shall be in good working order commensurate with age,

- 1 All electrical plant and equipment, including but not limited to, electrical lighting including light globes and swimming pool lights where applicable, stove elements, oven, oven light and clock, range hood light and fan, air conditioner(s), all power point outlets, electric hot water system(s), ceiling fans including exhaust fans, dishwasher, cook top igniters, ducted vacuum system and alarm system.
- 2 All gas plant and plumbing, equipment including but not limited to, gas hot water system(s), gas stove, cook tops, and wall oven, gas room heaters, ducted gas heating systems, taps, drains and toilets.
- 3 Solar Hot Water system (where installed) including boosters.
- 4 In the case where the gardens are reticulated (either from a bore or the mains), all pipe work, solenoids, sprinkler heads and timers etc.
- 5 In the case where a swimming pool or spa is installed, all pumps, cleaning equipment and filtration systems, plumbing and supplementary heating equipment

Both parties agree the following item are exempt from the **Limited Warranty**:

2. Building Improvements

The Seller(s) warrant that all additions to the home or property-i.e. extensions, additions, pools, spas, patios, pergolas, sheds, workshops etc and any other improvements (unless specified in the contract), have been erected with the approval of the relevant Local and/or State authorities and no impending notices or work orders are current.

The following improvements do not have the approval of the Local and/or State authority and are exempt from clause 2 of this annexure.

3. Keys

The seller(s) will provide at settlement working keys to all doors, garages, window locks, meter box locks and letter box locks on the property.

4. Certificate of Title

The Buyer(s) acknowledge that they have received a copy of the Certificate of Title and any encumbrances that relate to the property.

5. Property Condition at Settlement

The Seller(s) represents and warrants, that at settlement, the whole property including main dwelling, gardens and pool/spa (where included in the sale) will be in the same state and condition it was in immediately before the contract date.

6. Foreign Transfer Duty declaration

The Buyer has received a Foreign Transfer Duty Declaration form and understand this form will need to be completed and lodged with the office of State Revenue within 2 months after the day on which liability for duty on the transaction arises.

7. RCQ and Smoke Alarm Certificate.

The seller is to provide an Electrical Safety Certificate by a licensed electrician prior to Settlement to confirm the property is compliant in respect to Residual Current Devices and Smoke Alarm legislation.

8. Contamination

The buyer acknowledges and agrees that the seller makes no representations concerning any contamination including but not limited to asbestos located upon the property. The Buyer acknowledges that the Buyer has not relied in any representations of the Seller or the Sellers agent to the Buyer as to contamination as an inducement to enter into this contract.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Date: _____